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**DECLARATION FOR UTILITY OR
DESIGN
PATENT APPLICATION
(37 CFR 1.63)**

☐ Declaration Submitted with Initial Filing
OR
☒ Declaration Submitted after Initial Filing (surcharge (37 CFR 1.16 (e)) required)

Attorney Docket Number	Solectron 713
First Named Inventor	Norman Ken Ouchi
COMPLETE IF KNOWN	
Application Number	10/037,544 /
Filing Date	December 21, 2001
Group Art Unit	2182
Examiner Name	Unknown

As a below named inventor, I hereby declare that:

My residence, mailing address, and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

Systems and Methods for Organizing and Validating Data in Documents

(Title of the Invention)

the specification of which

☐ is attached hereto

OR

☒ was filed on (MM/DD/YYYY) 12/21/01 as United States Application Number or PCT International

Application Number 10/037,544 and was amended on (MM/DD/YYYY) (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or (f), or 365(b) of any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent, inventor's or plant breeder's rights certificate(s), or any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Priority Not Claimed	Certified Copy Attached?	
				YES	NO
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ Additional foreign application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto:

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Burden Hour Statement: This form is estimated to take 21 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

ATTACHMENT A

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

DECLARATION — Utility or Design Patent Application

Direct all correspondence to: ☒ Customer Number or Bar Code Label ☐ OR ☒ Correspondence address below

Name Robert Moll

Address 1173 St. Charles Court

City Los Altos

State CA

ZIP 94024

Country USA

Telephone 650-567-9153

Fax 650-567-9183

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

NAME OF SOLE OR FIRST INVENTOR : ☒ A petition has been filed for this unsigned inventorGiven Name
(first and middle [if any]) Norman KenFamily Name
or Surname OuchiInventor's
Signature*Robert Moll*

Date 5/4/02

Residence: City San Jose

State CA

Country USA

Citizenship USA

Mailing Address 20248 Viewcrest Ct.

City San Jose

State CA

ZIP 95120

Country USA

NAME OF SECOND INVENTOR: ☐ A petition has been filed for this unsigned inventorGiven Name
(first and middle [if any])Family Name
or SurnameInventor's
Signature

Date

Residence: City

State

Country

Citizenship

Mailing Address

City

State

ZIP

Country

☐ Additional inventors are being named on the _____ supplemental Additional Inventor(s) sheet(s) PTO/SB/02A attached hereto.


SOLECTRON

EXEMPT EMPLOYEE PROPRIETARY INFORMATION AGREEMENT

As an employee of Solelectron Corporation, a California corporation (the "Company"); and in consideration of the compensation now and hereafter paid to me, I agree to the following:

1. Maintaining Confidential Information

a. Company Information. I agree, at all times during the term of my employment, and thereafter to hold in strictest confidence, and not to use, except for the benefit of the Company, or to divulge or disclose, directly or indirectly, to any person, corporation or other entity, without written authorization of the Board of Directors of the Company, any trade secrets, confidential knowledge, data or other proprietary information (collectively referred to as "Confidential Information") relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its clients, consultants or licensees.

b. Former Employer Information. I agree that I will not, during my employment with the Company, improperly sue or disclose any proprietary information or trade secrets of my former or concurrent employers or companies, if any, and that I will not bring onto the premises of the Company any unpublished document or any property belonging to my former or concurrent employers or companies, if any, unless consented to in writing by said employers or companies.

c. Third Party Information. I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information, subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that I owe the Company and such third parties, during the term of my employment and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation (except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party) or to use it for the benefit of anyone other than for the Company or such third party (consistent with the Company's agreement with such third party) without the express written authorization of the Board of Directors of the Company.

2. Retaining and Assigning Inventions and Original Works

a. Inventions and Original Works Retained by Me. I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company, which belong to me, which relate to the Company's proposed business and products, and which are not assigned to the Company; or, if no such list is attached, I represent that there are no such inventions.

b. Inventions and Original Works Assigned to the Company. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and will assign to the Company all my rights, title, and interest in and to, all inventions, discoveries, improvements, technology, trade secrets, computer programs, know-how, designs, formulas, original works of authorship, or any other confidential materials, data information or instructions, technical or otherwise, and whether or not patentable or copyrightable (collectively referred to as "Inventions") which I may solely or jointly conceive or develop, or reduce to practice, or cause to be conceived or developed, or reduced to practice, during the period of time I am in the employ of the Company. I recognize, however, that Section 287D of the California Labor Code (as set forth in Exhibit B, hereto) exempts from this provision any invention that (i) I develop entirely on my own time, (ii) does not relate to the business, research or development of the Company, or does not result from any work performed by me for the Company, and (iii) does not involve equipment, supplies, trade secret information or the use of the facilities of the Company.

I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment, and which are protectable by copyright, are works made for hire," as that term is defined in the United States Copyright Act (17 USCA, Section 101).

c. Maintenance of Records. I agree to keep and maintain adequate and current written records of all inventions made by me with the company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

d. Inventions Assigned to the United States. I agree to assign to the United States government all my rights, title, and interest in and to, any and all inventions, original works of authorship, developments, improvements or trade secrets, whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.

e. Obtaining Letters Patent and Copyright Registrations. I agree that, whenever requested by the Company, I shall assist the Company in obtaining United States or foreign letters patent and copyright registrations, as the case may be, covering inventions assigned hereunder to the Company, and I shall execute any patent or copyright applications, or such other documents considered necessary by the Company or its counsel, to apply for and obtain such letters patent or copyrights.

I agree that my obligation to assist the Company to obtain United States or foreign letters patent and copyright registrations, as the case may be, covering inventions assigned hereunder to the Company shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate for time actually spent by me at the Company's request on such assistance.

If the Company is unable, because of my mental or physical incapacity, or for any other reason, to secure my signature to apply for or to pursue

any application for any United States or foreign letters patent or copyright registrations, as the case may be, covering inventions assigned to the Company as above, then I hereby irrevocably designate and appoint the Company, and its duly authorized officers and agents, as my agent and attorney in fact, to act for and on my behalf and stead, to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now, or may hereafter, have for infringement of my patents or copyright resulting from any such application for letters patent or copyright registrations assigned hereunder to the Company.

f. **Exception to Assignments.** I understand that the provisions of this Agreement requiring assignment to the Company do not apply to any invention which qualifies fully under the provisions of Section 2870 of the California Labor Code, which is set forth at the end of this Agreement. I will advise the Company promptly in writing of any inventions that I believe meet the criteria in Subparagraphs 2b(i), (ii), and (iii) above; and I will at that time provide to the Company, in writing, all evidence necessary to substantiate that belief. I understand that the Company will keep in confidence, and will not disclose to third parties without my consent, any confidential information disclosed in writing to the Company relating to inventions that qualify fully under the provisions of Section 2870 of the California Labor Code.

3. **Conflicting Employment.** I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company.

4. **Returning Company Documents.** I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to the Company, its successors or assigns. In the event of the termination of my employment, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit B.

5. **Representations.** I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into; and I agree I will not enter into, any oral or written agreement in conflict herewith.

6. General Provisions

a. **Governing Law.** This Agreement will be governed by the laws of the State of California.

b. **Entire Agreement.** This agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

c. **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

d. **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e. **Effective Date.** This Agreement shall be effective as of 7/1, 1992, the date I commenced employment with the company.

K. Nishimura

Witness Signature

7/3/92

Date

Norman K. Allen 7/3/92

Employee Signature

Date

K. NISHIMURA

Name of Witness (print)

NORMAN K. ALLEN

Name of Employee (print)

CALIFORNIA LABOR CODE SECTION 2870 EMPLOYMENT AGREEMENTS; ASSIGNMENT OF RIGHTS

"Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (a) which does not relate (1) to the business of the employer or (2) to the employer's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable."

ORIGINAL EMPLOYEE FILE